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| Fill in this information to identify the case:            |                  |             |                 |  |  |  |
|---|------------------|-------------|-----------------|--|--|--|
| Debtor 1  | Brian J. Halenar |             |                 |  |  |  |
| Debtor 2<br>(Spouse, if filing)                           | Katie A. Halenar |             |                 |  |  |  |
| United States Bankruptcy Court for the : Southern Distric |                  | District of | Ohio<br>(State) |  |  |  |
| Case number   | 2:18-bk-50708    |             | _               |  |  |  |

## Official Form 410S1

## **Notice of Mortgage Payment Change**

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of creditor: NewRez LLC d/b/a Shellpoint Mortgage Court claim no. (if known): 7

Servicing

**Last four digits** of any number you use to identify the debtors' account:

XXXXXX2344 Date of payment change:

Must be at least 21 days after date of 5/1/2022

this notice

New total payment:

### \$1,342.88 Principal, interest, and escrow, if any Part 1: **Escrow Account Payment Adjustment** Will there be a change in the debtors' escrow account payment? ☐ Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why: New escrow payment : **Current escrow payment:** Part 2: **Mortgage Payment Adjustment** Will the debtors' principal and interest payment change based on an adjustment to the interest rate in the debtors' variable-rate account? ☑ Yes Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why: \_ **Current interest rate:** 3.125% New interest rate: 4.00% **Current principal and interest payment:** \$ <u>820.17</u> New principal and interest payment: \$ <u>860.46</u> **Other Payment Change** 3. Will there be a change in the debtors' mortgage payment for a reason not listed above? ☐ Yes. Attach a copy of any documents describing the basis for the change, such as repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect.) Reason for change: \_ New mortgage payment: Current mortgage payment:

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Debtor 1 Brian J. Halenar Case number (if known) 2:18-bk-50708
First Name Middle Name Last Name

| Part 4:                    | Sign Here                               |  |                            |                             |                               |
|----------------------------|---|--|----------------------------|-----------------------------|-------------------------------|
| The perso telephone        |   | Notice must sign it. Sign a                        | and print your name and yo | our title, if any           | y, and state your address and |
| Check the a                | appropriate box.                        |  |                            |                             |                               |
| □Iamt                      | the creditor.                           |  |                            |                             |                               |
| ⊠ I am t                   | the creditor's authoriz                 | zed agent  |                            |                             |                               |
| knowledg                   |   | perjury that the informat<br>nd reasonable belief. | ion provided in this Noti  | ce is true an               | d correct to the best of my   |
| Signat                     |   |  |                            |                             | 00/22/2022                    |
| Print:                     | Linda                                   |  | St. Pierre                 | Title                       | Authorized Agent for Creditor |
|                            | First Name                              | Middle Name  | Last Name                  |                             |                               |
| Company                    | pany McCalla Raymer Leibert Pierce, LLC |  |                            |                             |                               |
| Address                    | 1544 Old Alabama                        | a Road   |                            |                             |                               |
|                            | Number Stree                            |  |                            |                             |                               |
|                            | Roswell                                 | GA   | 30076                      |                             |                               |
|                            | City                                    | State  | ZIP Code                   |                             |                               |
| Contact phone 860-240-9156 |   |  | Email                      | Linda.St.Pierre@mccalla.com |                               |

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Bankruptcy Case No.: 2:18-bk-50708

Chapter: 13

Brian J. Halenar Judge: C. Kathryn Preston

Katie A. Halenar

In Re:

#### CERTIFICATE OF SERVICE

I, Linda St. Pierre, of McCalla Raymer Leibert Pierce, LLC, 1544 Old Alabama Road, Roswell, GA 30076, certify:

That I am, and at all times hereinafter mentioned, was more than 18 years of age;

That on the date below, I caused to be served a copy of the within NOTICE OF MORTGAGE PAYMENT CHANGE filed in this bankruptcy matter on the following parties at the addresses shown, by regular United States Mail, with proper postage affixed, unless another manner of service is expressly indicated:

Brian J. Halenar 9270 Huggins Ln. Reynoldsburg, OH 43068

Katie A. Halenar 9270 Huggins Ln. Reynoldsburg, OH 43068

Ronald A. Wittel, Jr. (served via ECF Notification)

1141 S. High St. Columbus, OH 43206

Edward A. Bailey (served via ECF Notification)

Chapter 13 Trustee

130 E. Wilson Bridge Road

Suite 200

Worthington, OH 43085

Asst US Trustee (Col) (served via ECF Notification)

Office of the US Trustee 170 North High Street

Suite 200

Columbus, OH 43215

I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed on: 03/23/2022 By: /s/Linda St. Pierre

(date) Linda St. Pierre

**Authorized Agent for Creditor** 

Shellpoint Mortgage Servicing PO Box 10826 Greenville, SC29603-0826 Customer Service: (800) 365-7107 LoanServicing@ShellpointMtg.com

BRIAN J HALENAR 9270 HUGGINS LN REYNOLDSBURG, OH 43068

| Oan   | Number:   |  |
|-------|-----------|--|
| _vaii | Mullipel. |  |

#### Changes to Your Mortgage Interest Rate and Payments on April 1, 2022

Under the terms of your Adjustable-Rate Mortgage (ARM), you had a one-year period during which your interest rate stayed the same. That period ends on April 1, 2022, so on that date your interest rate and mortgage payment change. After that, your interest rate may change annually for the rest of your loan term.

|                              | Current Rate and Monthly Payment | New Rate<br>and Monthly Payment |
|------------------------------|----------------------------------|---------------------------------|
| Interest Rate                | 3.125%                           | 4.00%                           |
| Principal and Interest       | 820.17                           | 860.46                          |
| Escrow (Taxes and Insurance) | 482.42                           | 482.42                          |
| Total Monthly Boymont        | \$1,302.59                       | \$1,342.88                      |
| Total Monthly Payment        | \$1,302.59                       | (due May 1, 2022)               |

IMPORTANT: To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this statement is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, Creditor retains rights under its security instrument, including the right to foreclose its lien.

Interest Rate: We calculated your interest rate by taking a published "index rate" and adding a certain number of percentage points, called the "margin." Under your loan agreement, your index rate is the 1Yr-CMT-Weekly and your margin is 3.00%. The 1Yr-CMT-Weekly index is published Weekly in FederalReserve.gov. The index rate plus margin will be rounded to the nearest 0.125%.

<u>Rate Limits:</u> Your rate cannot go higher than 11.50% over the life of the loan. Your rate can increase annually by no more than 2.00%. Your rate can decrease annually by no more than 2.00%.

<u>New Interest Rate and Monthly Payment:</u> The table above shows your new interest rate and new monthly payment. These amounts are based on the 1Yr-CMT-Weekly index, your margin, your loan balance of 104,537.45, and your remaining loan term of 156 months.

<u>Prepayment Penalty:</u> Keep in mind that if you pay off your loan, refinance or sell your home before, you could be charged a penalty. Contact Shellpoint Mortgage Servicing at (800) 365-7107 or LoanServicing@ShellpointMtg.com for more information, such as the maximum amount of the penalty you could be charged.

Prepayment Penalty: None